of the plaintiff's farm had sowed rye, on an oral agreement that half the crop was to belong to him, and that he might harvest it after the expiration of the lease, the plaintiff conveyed the land to the defendant who orally agreed to respect the agreement with the tenant. *Held,* that the rye being personal property and belonging to a third person, the agreement between the parties to the deed amounted to a constructive severance of the rye, and effectively reserved or excepted it. McLennan, P. J., and Kruse, J., *dissenting.*

When land is sold which has upon it immature crops, these crops generally pass with the land. *Brown v. Thurston,* 56 Me. 126; *Trip v. Hasceig,* 20 Mich. 254. However, there are some cases where the title to the crops does not thus pass. One case is where the crop has been severed by a valid sale, *Austin v. Sawyer,* 9 Cow. (N. Y.) 39, but this sale must be in writing to satisfy the Statutes of Fraud. *Powell v. Rich,* 41 Ill. 466. Another exception is where by weight of authority the crop is reserved by a written agreement at the time of the sale. *McIlvaine v. Harris,* 20 Mo. 457; *Clap v. Draper,* 4 Mass. 266. *Contra*: *Backenstoss v. Stahler,* 33 Pa. St. 251, holds that crops may be reserved by parol agreement.

EVIDENCE—ADMISSIBILITY OF PAROL EVIDENCE—REFORMATION OF A WRITTEN AGREEMENT.—HUGHES V. PAYNE, 117 N. W. 363 (S. D.).—*Held,* that where the reformation of a written contract is sought on the ground of mistake resulting from the omission of certain terms, parol evidence is admissible to prove the mistake and the omitted terms. Fuller, J., *dissenting.*

The general rule is that parol evidence prior or contemporaneous to a written agreement is not admissible for the purpose of contradicting, altering or in any way varying it. *Courtwright v. Burns,* 13 Fed. 317. In equity this rule applies as well as in law, but here it is subject to the exceptions of fraud, accident or mistake in which cases the courts will grant relief. *First National Bank v. Bast,* 101 U. S. 93. But the contrary has been held in Rhode Island. *Macomber v. Peckman,* 16 R. I. 485. In Pennsylvania, even in courts of law, parol evidence is admissible in case of fraud, accident or mistake. *Melcher v. Hill,* 194 Pa. St. 440. But it must be borne in mind, that equity will exercise the power of reforming instruments with caution, and only when a proper case is made by the pleadings. *Striker v. Tinkham,* 35 Ga. 176. In all these cases the party that seeks reformation of the written instrument has the burden of proof. *Smith v. Allen,* 102 Ala. 406.

INSURANCE—NON-PAYMENT OF PREMIUM NOTES—EFFECT.—ARKANSAS INS. CO. V. COX, 98 PAC. 552 (OKLA.).—*Held,* that where two notes are given in payment of the premium on a fire insurance policy, and no reference is made to them in the policy, nor the validity of the policy is in any way made contingent upon the payment of the notes, the policy is not invalidated by non-payment of the notes at their maturity.

Where a policy provides that if premium notes be not paid the policy